under the latest New York Statute, which provides that a married woman may make all contracts in regard to her property which an unmarried woman may make, and with any person, including her husband, the court held that she could not contract with him for her services even in an extraordinary or unusual employment. *In Re Kaufmann,* 104 Fed. 768. In New Jersey the statute provided that a married woman might bind herself by contract with any person in the same manner as if she were unmarried; it was held not to apply to a contract to act as saleswoman of a partnership of which her husband was a member. *Turner* v. *Davenport,* 61 N. J. Eq. 18. Contra *Powers* v. *Fletcher,* 84 Ind. 154. The Indian statute provides that all the legal disabilities of a married woman are abolished except as otherwise provided; the court said that as it was not expressly provided that she might not contract with her husband to serve him, she might do so. *Roche* v. *Union Trust Co.,* 52 N. E. 612 (Ind.) holds that a woman who clerked in a store for her husband under an express agreement might recover from the trustee for the benefit of creditors. The case of *Nuding & Schlouch* v. *Ulrich,* 169 Pa. St. 289, holds that the wife might recover compensation under an express agreement to cook in her husband's restaurant. The statute in that case is similar to those in New York and New Jersey.

INJUNCTION—RIGHT OF A MEMBER OF TRADE UNION TO ENJOIN A WRONGFUL EXPULSION.—Plaintiff, a member of the defendant union, was fined for an offense against the union; the fine was not, however, imposed in the manner required by the constitution of the union. Plaintiff was suspended for non-payment of the fine, whereupon he appealed to the judicial board of the union, which informed him that according to the constitution he must pay his fine before the appeal would be heard; he brings an action for an injunction to prevent defendant union and its officers from refusing to treat him as a member and from refusing to accord to him the benefits incident to membership. *Held,* the injunction should be granted. *Holmes, et al.* v. *Brown* (Ga. 1917) 91 S. E. 408.

In this case equity grants an injunction to protect a property right, i. e., the plaintiff's interest in the beneficiary and mortuary funds of the association. While equity will not usually prevent the expulsion of a person from a purely social association, (*Wellenvoss* v. *Grand Lodge,* 103 Ky. 415, 45 S. W. 360; *O'Brien* v. *Musical M. P. & B. Union,* 64 N. J. Eq. 525, 54 Atl. 150), it will prevent an expulsion when the complainant would be deprived of a property right thereby. *Mesisco* v. *Giuliano,* 190 Mass. 352, 76 N. E. 907, *Evans* v. *Philadelphia Club,* 50 Pa. St. 107. But it is well settled that the plaintiff must first exhaust his remedy within the association. *Engel* v. *Walsh,* 258 Ill. 98, 101 N. E. 222; *Oliver* v. *Hopkins,* 144 Mass. 175, 10 N. E. 776; *Harris* v. *Detroit Typographical Union,* 144 Mich. 422, 108 N. W. 362. Some cases hold that a person is bound by the constitution regardless of the justice of the same, on the theory that the constitution and rules of an association constitute a contract between the members, and while the provision might be invalid as a by-law passed without his assent, he is bound because he has agreed to it. *Levy* v. *Magnolia Lodge,* 110 Cal. 297, 42 Pac.

887; *Lawson* v. *Hewel,* 118 Cal. 613, 50 Pac. 763. According to this "contract" theory a person could be expelled by a proceeding which failed to give any notice or even be bound by an agreement not to question the decision of the board by resorting to the courts. A better view seems to be the one evidently taken by the court in the principal case, that equity will grant relief against rules contrary to natural justice. *People* v. *Uptown Assoc.,* 9 App. Div. 191, *Williamson* v. *Rundolph,* 48 Misc. 96. Whether this particular rule is contrary to natural justice or not, is a debatable question—the court assumes that it is, without discussion. Surely, however, there may be instances when a party should not be bound by unjust provisions in the constitution, which he has probably never read and which was never intended as a contract.

MARRIAGE—ANNULMENT.—Suit to annul a marriage on the ground that it was induced by the concealment of defendant that she was an incurable epileptic. No children were born of the marriage. *Held,* that the marriage should be annulled. *McGill* v. *McGill,* (1917) 164 N. Y. Supp. —.

The English courts which have jurisdiction over this subject have followed closely the decrees of the ecclesiastical courts which they succeeded, and will annul a marriage only when there is fraud in the factum, or that sort of fraud which produces an appearance without a reality of consent. *Moss* v. *Moss,* L. R. (1897) Prob. & Div. 263. The American courts, led by those of New York, have departed in varying degrees from this restricted view. *Reynolds* v. *Reynolds,* 3 Allen 605; *Ryder* v. *Ryder,* 66 Vt. 158. The statute of New York, (§1730 CODE CIV. PROC.) which authorizes the annulment of marriage for fraud, is in terms merely declaratory of the common law, and does not affect the question. The decisions in that jurisdiction have resulted from a greater liberality of view on the part of the courts, and not from legislation. Facts practically identical with those here given have been held to furnish insufficient grounds of annulment. *Lewis* v. *Lewis,* 44 Minn. 124, 46 N. W. 323; *Lyon* v. *Lyon,* 230 Ill. 366, and to the same effect is the recent case of *Allen* v. *Allen,* 85 N. J. Eq. 55, 95 Atl. 363, in which there was concealment of hereditary insanity. But in the latter jurisdiction, as in all others where the question has arisen, a venereal disease has resulted in annulment. *Crane* v. *Crane,* 62 N. J. Eq. 21, 49 Atl. 734; *Smith* v. *Smith,* 171 Mass. 404, 50 N. E. 933. Why many of these courts give relief in some cases, and deny it in others where the fraud of the defendant is equally plain and the danger to succeeding generations probably greater, is not apparent. *Sobol* v. *Sobol,* 150 N. Y. Supp. 248, in which annulment was granted because the husband was shown to have tuberculosis, furnishes a proper stepping-stone to the instant decision. Both promote the best interests of society and work no injustice to the defendant. See 13 MICH. L. REV. 426, and 13 HARV. L. REV. 110.

PLEADING—EXHIBITS AS PART OF COMPLAINT DEMURRED TO.—An action was brought against certain copartners and their bondsman, a corporation. The complaint failed to allege that the defendant bondsman was a corporation, but a copy of the bond sued on was attached to the complaint and